

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

EX PARTE GAUTIER ET AL.

Application for Patent

Filed October 15, 2003

Serial No. 10/688,213

Group Art Unit 3696

Examiner: SEE, Carol A.

FOR:

METHOD AND SYSTEM FOR NETWORK-BASED ALLOWANCE CONTROL

APPEAL BRIEF

TABLE OF CONTENTS

I. REAL PARTY IN INTEREST.....	1
II. RELATED APPEALS AND INTERFERENCES	1
III. STATUS OF THE CLAIMS.....	1
IV. STATUS OF AMENDMENTS.....	1
V. SUMMARY OF THE CLAIMED SUBJECT MATTER	2
VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL	4
VII. ARGUMENT	5
A. INTRODUCTION	
B. CLAIMS 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56, AND 62 ARE NOT OBVIOUS OVER FLEMING	
C. CLAIMS 8-9 AND 63-65 ARE NOT OBVIOUS OVER FLEMING AND PICCIALLO	
D. CLAIMS 2, 3, 19, 20, AND 38 ARE NOT OBVIOUS OVER FLEMING AND HERMAN	
E. CLAIM 13 IS NOT OBVIOUS OVER FLEMING AND MARITZEN	
F. CLAIMS 42-43 ARE NOT OBVIOUS OVER FLEMING AND CHEONG	
G. CONCLUSION	
VIII. CLAIMS APPENDIX	A-1

IX. EVIDENCE APPENDIX	A-15
X. RELATED PROCEEDINGS APPENDIX	A-16

TABLE OF AUTHORITIES

CASES:

In re Gulack,

703 F. 2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) 8, 9

In re Lowry,

32 F. 3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994) 8, 9

In re Bernhart,

417 F.2d 1395, 1399, 163 USPQ 611, 615 (CCPA 1969) 9

I. REAL PARTY IN INTEREST

The real party in interest is the assignee, Apple Inc.

II. RELATED APPEALS AND INTERFERENCES

It is believed that there are no other appeals or interferences which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

III. STATUS OF THE CLAIMS

This application was filed October 15, 2003. After various amendments to the claims, claims 1-6, 8, 9, 11-25, 38, 42-47, 56, and 62-65 were finally rejected on September 14, 2010.

Claims 1-6, 8, 9, 11-25, 38, 42-47, 56, and 62-65 are now pending on Appeal, and the status of each claim is as follows:

Claims 1-6, 8, 9, 11-25, 38, 42-47, 56, and 62-65: Rejected

Claims 7 and 10: Cancelled

Claims 26-37, 39-41, 48-55, and 57-61: Withdrawn

IV. STATUS OF AMENDMENTS

All Amendments filed have been entered.

V. SUMMARY OF THE CLAIMED SUBJECT MATTER

The present invention pertains to a distortion free method for stitching of two different or temporally adjacent digitally encoded tracks.

Independent claim 1 provides a method for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network (See, e.g. Figures 1-8, paragraphs [0031]-[0084], and pages 6-22). The method recites: (a) receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient, the amount of money available to the recipient for use to purchase one or more items over the network [e.g., Figure 4A, ref. 402; Figure 5]; (b) receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis [e.g., Figure 4A, ref.404; Figure 4B, ref. 412; Figure 5]; and (c) periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment [e.g., Figure 4A, ref. 406; 4B, ref. 418; Figure 7].

Independent claim 56 provides for a method for facilitating the transfer of money to one or more recipient accounts associated with one or more recipients, the money being made available for use by the recipients for purchase of goods over a network (See, e.g., Figures 1-8, paragraphs [0031]-[0084], and pages 6-22). The method recites: maintaining a list of one or more recipient accounts, each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis [e.g., Figure 4A, ref. 404; Paragraph [0040]]; automatically

transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis [e.g., Figure 4A, ref. 406; Figure 4B, ref. 416; Figure 5]; and facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients [e.g., Paragraphs [0032]-[0033]].

Independent claim 62 provides for a computer readable medium including at least executable computer program code tangibly stored thereon for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network (See, e.g., Figures 1-8, paragraphs [0031]-[0084], and pages 6-22). The executable computer program code recites: computer program code for receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network [e.g., Figure 4A, ref. 402; Figure 5]; computer program code for receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis [e.g., Figure 4A, ref. 404; Figure 4B, ref. 412; Figure 5]; and computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment [e.g., Figure 4A, ref. 406; Figure 4B, ref. 418, Figure 7].

Independent claim 63 provides for a method for transferring an amount of money to a recipient account associated with a recipient (See, e.g., Figures 1-8, paragraphs [0031]-[0084], and pages 6-22). The method recites: receiving an

allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store [e.g., Figure 4A, ref. 402; Figure 5]; receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis [e.g., Figure 4A, ref.404; Figure 4B, ref. 412; Figure 5]; periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment, the transfer of money based on the allowance request and the allowance increment, the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store [e.g., Figure 4A, ref. 406; Figure 4B, ref. 418, Figure 7]; and subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store [e.g., Paragraphs [0032]-[0033]].

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

The issues presented on appeal are:

A. Whether claims 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56, and 62 are unpatentable over Fleming (USP 5,953,710) alone.

B. Whether claims 8-9, and 63-65 are unpatentable over Fleming and Picciallo et al. (US Pub. 2001/0034703).

C. Whether claims 2, 3, 19, 20, and 38 are unpatentable over Fleming and Herman (WO/0043852).

D. Whether claim 13 is unpatentable over Fleming and Martinez et al. (US Pub. 2002/0095386).

E. Whether claims 42-43 are unpatentable over Fleming and Cheong et al. (USP 7,006,993).

VII. ARGUMENT

A. INTRODUCTION

The Examiner has improperly rejected:

- A. Claims 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56, and 62 as being unpatentable under 35 U.S.C. § 103(a) over Fleming (USP 5,953,710) alone;
- B. Claims 8-9, and 63-65 as being unpatentable under 35 U.S.C. § 103(a) over Fleming and Picciallo et al. (US Pub. 2001/0034703);
- C. Claims 2, 3, 19, 20, and 38 as being unpatentable under 35 U.S.C. § 103(a) over Fleming and Herman (WO/0043852);
- D. Claim 13 as being unpatentable under 35 U.S.C. § 103(a) over Fleming and Martinez et al. (US Pub. 2002/0095386); and
- E. Claims 42-43 as being unpatentable under 35 U.S.C. § 103(a) over Fleming and Cheong et al. (USP 7,006,993).

As explained below, the rejection of these claims under 35 USC §103(a) is defective for at least the reasons noted below and should be reversed.

B. CLAIMS 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56, AND 62 ARE NOT OBVIOUS OVER FLEMING

CLAIM 1

Claim 1 pertains to a method for transferring an amount of money to a recipient for the purchase of goods over a network. The method provides that an allowance request may be received from from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient. Money may be periodically transferred into the recipient account in accordance with the allowance request and an allowance increment. More particularly, claim 1 is as follows:

A method for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said method comprising:

(a) receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient, the amount of money available to the recipient for use to purchase one or more items over the network;

(b) receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis; and

(c) periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

I. FLEMING DOES NOT TEACH OR SUGGEST ALL ELEMENTS OF CLAIM 1

Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account.

The available credit for a debit card account then corresponds to the available account balance in the debit card account.” (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit card account whereby credit is issued by a credit card company. It is respectfully asserted that the Final Office Action is confusing and intermingling the two different and distinct systems.

Claim 1 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this money over a network (e.g., Internet). Claim 1 provides for a request to set up an allowance for a recipient whereby the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card.

The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 1. Specifically, the Final Office Action cites Col. 6, lines 20-47, Col. 10, lines 10-47, and col. 14, lines 45-50, which all correspond to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not a transfer of money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to “send a payment” to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 1 is not logical especially since Fleming teaches that the user (i.e., parents) must

send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent "each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly)." (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 1.

The Final Office Action, on page 6, cites Col. 10, lines 10-47 and Col. 14, lines 45-50 as teaching "wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account" as recited in claim 1. However, as stated above, in the credit card system as taught by Fleming, Fleming fails to teach or suggest the transfer of money much less teach or suggest the periodic transfer of money from a credit card. In fact, as stated above, Fleming teaches that the parents must pay the credit card company money and teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." Thus, the child's credit card of Fleming is clearly not funded with money that is transferred from the parent's credit card.

Accordingly, Fleming does not teach or suggest each and every element of claim 1.

II. THE RECITATION "FOR PURCHASE OF ONE OR MORE ITEMS OVER THE NETWORK" IS FUNCTIONALLY DESCRIPTIVE

The Final Office Action, on page 7, also contends that the recitation of "for purchase of one or more items over the network" in clause (b) is nonfunctional descriptive material and is not afforded patentable weight and cites *In re Gulack*, 703 F. 2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) and *In re Lowry*, 32 F. 3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994). Applicants respectfully disagree. *Gulack*, in fact, does not apply in this case, which is further supported in *In re Lowry*. In fact, *In re Lowry* states that the "printed matter cases 'dealt with claims

defining as the invention certain novel arrangements of printed lines or characters, useful and intelligible only to the human mind.’ *In re Bernhart*, 417 F.2d 1395, 1399, 163 USPQ 611, 615 (CCPA 1969). The printed matter cases have no factual relevance where ‘the invention as defined by the claims *requires* that the information be processed not by the mind but by a machine, the computer.’ *Id.* (emphasis in original).” As such, *In re Gulack* clearly does not apply in this case. Rather, as provided in *In re Lowry*, the recitation “for purchase of one or more items over the network” in clause (b) is functional descriptive material and should be afforded patentable weight.

III. CONCLUSION

Fleming does not teach or suggest each and every element of claim 1. Accordingly, the rejection of claim 1 is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 1 must be reversed for at least these reasons.

CLAIM 4

In contrast to the alleged combination of prior art references, claim 4 recites “receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance increment is to be transferred to the recipient account each time the period of time expires.” The Final Office Action contends that Fleming teaches this feature because Fleming teaches “showing parent entering periodic interval after which money is to be transferred”. Applicants respectfully disagree.

The allowance represents an amount of money being made available by the user to the recipient (as recited in claim 1). As stated above with reference to claim 1 and in the citation provided in the Final Office Action, Fleming fails to teach or suggest the transfer of money. Rather, Fleming teaches availability of credit as further supported in the citation in the Final Office Action, which states:

Allowances may be provided by a parent regularly requesting an increase in a child's available credit in the amount of the child's allowance. ... When the parent selected allowances, they would be prompted by the Bank Telecom Interface 62 to enter the allowance amount and the periodic interval of the allowance, such as weekly. (Col. 14, lines 46-58, emphasis added).

An increase in credit is in no way a period of time for which a transfer of money to a recipient account is performed. As such, Fleming fails to teach or suggest "receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance increment is to be transferred to the recipient account each time the period of time expires" as recited in claim 4. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 4 must be reversed for this additional reason as well.

CLAIM 5

In contrast to the alleged combination of prior art references, claim 5 (which depends from claim 4, which depends from independent claim 1) recites "modifying the period of time, thereby updating the allowance that has previously been set up for the recipient." The Final Office Action cites Col. 14, lines 58-60 as teaching the feature of claim 5. However, the citation simply discloses: "A parent would also be provided options to change or terminate an allowance previously entered." As stated previously with reference to claim 1 and 4, the allowance as taught in Fleming refers to credit and not money. As such, Fleming fails to teach or suggest "modifying the period of time, thereby updating the allowance that has previously been set up for the recipient" as recited in claim 5. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 5 must be reversed for this additional reason as well.

CLAIM 6

In contrast to the alleged combination of prior art references, claim 6 (which depends from claim 4, which depends from independent claim 1) recites “wherein the period of time is a week or a month.” Claim 6 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 6 must be reversed for this additional reason as well.

CLAIM 11

In contrast to the alleged combination of prior art references, claim 11 recites “wherein credit card information of the recipient is not stored in association with the recipient account.” The Final Office Action cites Col. 3, lines 35-36 and Col. 4, lines 52-53 as teaching the feature of claim 11. Applicants respectfully disagree. The citations simply show that the users of Fleming can have a debit and/or credit account. The citations fail to teach or suggest “wherein credit card information of the recipient is not stored in association with the recipient account” as recited in claim 11. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 11 must be reversed for this additional reason as well.

CLAIM 12

In contrast to the alleged combination of prior art references, claim 12 recites “wherein a username and password are stored in association with the recipient account.” Claim 12 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 12 must be reversed for this additional reason as well.

CLAIM 14

In contrast to the alleged combination of prior art references claim 14 recites “wherein the recipient account is identified by a username or email address.” Claim 14 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 14 must be reversed for this additional reason as well.

CLAIM 15

In contrast to the alleged combination of prior art references, claim 15 recites “receiving an identifier associated with the recipient account.” Claim 15 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 15 must be reversed for this additional reason as well.

CLAIM 16

In contrast to the alleged combination of prior art references, claim 16 (which depends from claim 15, which depends from independent claim 1) recites “wherein the identifier is a username or email address.” Claim 16 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 16 must be reversed for this additional reason as well.

CLAIM 17

In contrast to the alleged combination of prior art references, claim 17 recites “receiving an identifier associated with the recipient account or creating the recipient account.” Claim 17 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the

rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 17 must be reversed for this additional reason as well.

CLAIM 18

In contrast to the alleged combination of prior art references, claim 18 recites “creating the recipient account.” Claim 18 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 18 must be reversed for this additional reason as well.

CLAIM 21

In contrast to the alleged combination of prior art references, claim 21 recites “wherein the user has a user account, wherein the user account is separate from the recipient account.” Claim 21 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 21 must be reversed for this additional reason as well.

CLAIM 22

In contrast to the alleged combination of prior art references, claim 22 (which depends from claim 21, which depends from independent claim 1) recites “wherein the user is a first individual and the recipient is a second individual.” Claim 22 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 22 must be reversed for this additional reason as well.

CLAIM 23

In contrast to the alleged combination of prior art references, claim 23 (which depends from claim 22, which depends from claim 21, which depends from independent claim 1) recites “wherein the user is a parent and the recipient is a child of the parent.” Claim 23 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 23 must be reversed for this additional reason as well.

CLAIM 24

In contrast to the alleged combination of prior art references, claim 24 (which depends from claim 21, which depends from independent claim 1) recites “wherein the user account is a parent account and the recipient account is a sub-account of the parent account.” Claim 24 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 24 must be reversed for this additional reason as well.

CLAIM 25

In contrast to the alleged combination of prior art references, claim 25 (which depends from claim 24, which depends from claim 21, which depends from independent claim 1) recites “wherein the recipient can view information associated with the sub-account, but cannot view information associated with the parent account.” Claim 25 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 25 must be reversed for this additional reason as well.

CLAIM 44

In contrast to the alleged combination of prior art references, claim 44 recites “receiving a request to update the allowance for the recipient.” Claim 44 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 44 must be reversed for this additional reason as well.

CLAIM 45

In contrast to the alleged combination of prior art references, claim 45 (which depends from claim 44, which depends from independent claim 1) recites “receiving a request to discontinue the allowance for the recipient.” Claim 45 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 45 must be reversed for this additional reason as well.

CLAIM 46

In contrast to the alleged combination of prior art references, claim 46 (which depends from claim 44, which depends from independent claim 1) recites “receiving a request to modify the allowance for the recipient.” Claim 46 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 46 must be reversed for this additional reason as well.

CLAIM 47

In contrast to the alleged combination of prior art references, claim 47 (which depends from claim 46, which depends from claim 44, which depends from independent claim 1) recites “receiving a request to modify the allowance increment to a second allowance increment.” Claim 47 depends from independent claim 1 and thus, the arguments set forth above are equally

applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 47 must be reversed for this additional reason as well.

CLAIM 56

Claim 56 pertains to a method for facilitating the transfer of money to one or more recipient accounts for use by the recipients for purchase of goods over a network. A list of one or more recipient accounts may be maintained, each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis. Money may be transferred in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis and facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts. More particularly, claim 56 is as follows:

A method for facilitating the transfer of money to one or more recipient accounts associated with one or more recipients, the money being made available for use by the recipients for purchase of goods over a network, comprising:

maintaining a list of one or more recipient accounts, each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis;

automatically transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis; and

facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients.

I. FLEMING DOES NOT TEACH OR SUGGEST ALL ELEMENTS OF CLAIM 56

Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account. The available credit for a debit card account then corresponds to the available account balance in the debit card account." (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit card account whereby credit is issued by a credit card company. It is respectfully asserted that the Final Office Action is confusing and intermingling the two different and distinct systems.

Claim 56 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this money over a network (e.g., Internet). Claim 56 provides for the automatic transfer of money and the facilitation of a purchase of items of a network using the transferred money.

The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 56. Specifically, the Final Office Action cites Col. 10, lines 11-60, which all correspond to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not** a transfer of **money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to “send a payment” to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 56 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent “each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly).” (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 56.

The Final Office Action, on page 10, cites Col. 10, lines 11-26 in conjunction with Col. 10, lines 45-50 as teaching “each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis” as recited in claim 56. However, as stated above, in the credit card system as taught by Fleming, Fleming fails to teach or suggest the transfer of money. In fact, as stated above,

Fleming teaches that the parents must pay the credit card company money and teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” Thus, the child’s credit card of Fleming is clearly not funded with money that is transferred from the parent’s credit card and Fleming does not teach or suggest “each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis” as recited in claim 56.

As such, since Fleming does not teach or suggest the transfer of money, Fleming also does not teach or suggest “automatically transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis” or “facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients” as recited in claim 56. Accordingly, Fleming does not teach or suggest each and every element of claim 56.

II. THE RECITATION “FOR FACILITATING THE TRANSFER OF MONEY TO ONE OR MORE RECEIPT ACCOUNTS ASSOCIATED WITH ONE OR MORE RECIPIENTS, THE MONEY BEING MADE AVAILABLE FOR USE BY THE RECIPIENTS FOR PURCHASE OF GOODS OVER A NETWORK” SHOULD BE GIVEN PATENTABLE WEIGHT

On pages 11-12 of the Final Office Action, the Examiner notes that the “recitation of ‘for facilitating the transfer of money to one or more recipient accounts associated with the one or more recipients, the money being made available for use by the recipients for purchase of goods over a network’ has not been given patentable weight because the recitation occurs in the preamble.” While the preamble of claim 56 does recite “the money being made available for use by the recipients for purchase of goods over a network”, it should also be noted that claim 56 further recites “facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments

that have been transferred to the recipient accounts associated with the recipients....” As a consequence, claim 56 is also specifically concerned with an allowance that represents an amount of money that a recipient can utilize to purchase one or more items over a network. In contrast, nothing in Fleming is able to teach or suggest using an amount of money transferred to a recipient as an allowance for the purpose of purchasing one or more items over a network.

III. CONCLUSION

Fleming does not teach or suggest each and every element of claim 56. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 56 must be reversed for at least these reasons.

CLAIM 62

Claim 62 pertains to a computer readable medium including at least executable computer program code tangibly stored thereon for transferring an amount of money to a recipient account for use by the recipient for the purchase of goods over a network. An allowance request can be received from a user indicating a request to set up an allowance for a recipient, and money can be periodically initiating transferred into the recipient account in accordance with the allowance request and an allowance increment. More particularly, claim 62 is as follows:

A computer readable medium including at least executable computer program code tangibly stored thereon for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said computer readable medium comprising:

computer program code for receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network;

computer program code for receiving an allowance increment or selection of an allowance increment, the allowance

increment indicating an amount of money to be transferred to the recipient account on a periodic basis; and

computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

I. FLEMING DOES NOT TEACH OR SUGGEST ALL ELEMENTS OF CLAIM 62

Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account. The available credit for a debit card account then corresponds to the available account balance in the debit card account." (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit

card account whereby credit is issued by a credit card company. It is respectfully asserted that the Final Office Action is confusing and intermingling the two different and distinct systems.

Claim 62 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this money over a network (e.g., Internet). Claim 62 provides for a request to set up an allowance for a recipient whereby the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card.

The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 62. Specifically, the Final Office Action cites Col. 17, lines 2-4, 27-36, Fig. 6, and claim 1 of Fleming. Claim 1 of Fleming, as alleged in the Final Office Action, provides:

1. A computer-implemented method of supervising credit or debit card account usage by selectively altering available credit, comprising the steps of: ...

e) if the amount of the request is less than or equal to the available credit figure associated with the second account, approving the request, wherein approving the request comprises:

e.1) increasing the available credit figure associated with the first account by the amount of the request, and

e.2) decreasing the available credit figure associated with the second account by the amount of the request.

As recited in claim 1 of Fleming, the credit card system of Fleming clearly does not utilize any money. Fleming specifically simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not** a transfer of **money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away

from transferring money. This is supported in Fleming, which specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to “send a payment” to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 62 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent “each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly).” (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 62.

The Final Office Action, on page 12, cites Col. 9, line 54 - Col. 10, line 27 as teaching “computer program code for receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis” as recited in claim 62. However, as stated above, in the credit card system as taught by Fleming, Fleming fails to teach or suggest the transfer of money much less teach or suggest the periodic transfer of money from a credit card. In fact, as stated above, Fleming teaches that the parents must pay the credit card company money and teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” Thus, the child’s credit card of Fleming is clearly not funded with money that is transferred from the parent’s credit card.

The Final Office Action, on page 13 cites Col. 10, lines 10-47 and Col. 14, lines 45-50 as teaching “computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request

and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment” as recited in claim 62. However, as stated above, the credit card system of Fleming does not teach or suggest the transfer of money into a recipient account much less the transfer of money from a credit card.

Accordingly, Fleming does not teach or suggest each and every element of claim 62.

II. CONCLUSION

Fleming clearly does not teach or suggest each and every element of claim 62. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 62 must be reversed for at least these reasons.

C. CLAIMS 8-9 AND 63-65 ARE NOT OBVIOUS OVER FLEMING AND PICCIALLO

CLAIM 8

In contrast to the alleged combination of prior art references, claim 8 recites “purchasing items, by the recipient, from an online store using the money transferred into the recipient account.” Claim 8 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 8 must be reversed for this additional reason as well.

CLAIM 9

In contrast to the alleged combination of prior art references, claim 9 (which depends from claim 8, which depends from independent claim 1) recites “wherein credit card information associated with the credit card is established in

association with a user account of the user.” Claim 9 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 9 must be reversed for this additional reason as well.

CLAIM 63

Claim 63 provides for a method for transferring an amount of money to a recipient account. The method provides for receiving an allowance request from a user indicating a request to set up an allowance for the recipient, receiving a monetary allowance indication, periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment, and subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store. More particularly, claim 63 is as follows:

A method for transferring an amount of money to a recipient account associated with a recipient, said method comprising:

receiving an allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store;

receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis;

periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment, the transfer of money based on the allowance request and the allowance increment, the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store; and

subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store .

I. EXAMINER AGREES THAT FLEMING IS DEFICIENT

On page 15 of the Final Office Action, the Examiner admitted that the “Fleming does not expressly show the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store; and subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store.”

II. THE FLEMING DOES NOT TEACH OR SUGGEST ALL ELEMENTS OF CLAIM 63

Contrary to the Final Office Action, Fleming does not teach or suggest “receiving an allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store” as recited in claim 63. The Final Office Action, on page 14 cites col. 6, lines 20-47; col. 10, lines 10-47; and col. 14, lines 45-50 which, as stated in the Final Office Action, shows “set up of child account ... showing a completed parent request for increase to a child’s available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child”. However, the Final Office Action does not indicate where Fleming teaches and Fleming is silent as to and clearly does not teach or suggest that the allowance provides “an amount of store credit available from the user to the recipient for use at a network-based store” as recited in claim 63.

Fleming also does not teach or suggest “receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis” as recited in claim 63. The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 63. Specifically, the Final Office Action cites col. 14, lines 45-57, which corresponds to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically

simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not** a transfer of **money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to “send a payment” to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 63 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent “each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly).” (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money.

Accordingly, Fleming further fails to teach or suggest “periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment” as recited in claim 63.

III. THE COMBINATION OF FLEMING AND PICCIALLO DOES NOT TEACH OR SUGGEST ALL ELEMENTS OF CLAIM 63

Neither Fleming nor Picciallo teach or suggest: “the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from

the network-based store” as recited in claim 63. The Final Office Action, on page 15, alleges that Picciallo teaches the above feature of claim 63 because Picciallo teaches “showing request for allotted funds to be paid to payee (the network based store) thereby associating the recipient account (secondary file) with the payee (store), and the recipient requesting withdrawal from the secondary file for purchase that has been made by recipient.” Applicants respectfully disagree.

Upon a closer reading of the citations provided in the Final Office Action, Picciallo fails to teach or suggest “the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store” as recited in claim 63. Rather, Picciallo teaches:

the account customer inputs command instructions 38 to designate payees of funds to be withdrawn by the third party recipient subject to a limit on the amount of funds that may be withdrawn. ... The computer processor 12 then verifies each withdrawal from the secondary file requested by the third party recipient 40 to determine whether it is subject to a limit in the amount of the transaction, and whether that limit has been exceeded. (Paragraphs [0056]=[0057]).

Thus, Picciallo simply teaches that the account customer can have some control over which payees (i.e., stores) the third party recipient (i.e., consumer) can use the amount of funds to purchase goods or services – the account customer simply provides a list of payees (i.e., stores) with which the third party recipient can shop. There is no account setup at the payee, such less an account, that is associated with the third party recipient. Picciallo fails to teach or suggest that the third party recipient (i.e., consumer) is associated with the payee. Accordingly, Picciallo fails to teach or suggest “the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store” as recited in claim 63.

IV. THERE IS NO REASONABLE EXPECTATION OF SUCCESS THAT THE ALLEGED COMBINATION OF FLEMING AND PICCIALLO WOULD RESULT IN CLAIM 63

There is no reasonable expectation of success that the alleged combination of Fleming and Picciallo would result in claim 63. Rather, the alleged combination would result in a child's account wherein the parent may have some control over the stores that the child may shop at using a credit card. Additionally, there is no association between the child's account and the stores and there is no suggestion, desire or need for such. Therefore, there is no reasonable expectation of success that the alleged combination of Fleming and Picciallo would result in claim 63.

V. CONCLUSION

The alleged combination of Fleming and Picciallo, individually or in combination, does not teach or suggest all the claim limitations and there is no reasonable expectation of success that the alleged combination would result in claim 63. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 63 must be reversed for at least these reasons.

CLAIM 64

In contrast to the alleged combination of prior art references, claim 64 recites:

wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, wherein the user account is separate from the recipient account, and

wherein the user account is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account.

The Final Office Action, on page 16, alleges that "Picciallo further shows wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, and wherein the user account

is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account.” Applicants respectfully disagree. Upon a closer reading of Picciallo, the Final Office Action is respectfully confusing the user and recipient accounts.

Picciallo does not teach or suggest that “the user has a user account with the network-based store enabling the user to purchase one or more media items over a network” as recited in claim 64. Picciallo does not teach or suggest that the account holder establishes an account with the payees much less that the account holder purchases items from the payees. Rather, Picciallo teaches that the third party recipient is the one that can use the transferred funds from the account holder to purchase items from the payee.

Thus, the combination of Fleming and Picciallo also does not teach or suggest “wherein the user account is separate from the recipient account” as recited in claim 64. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 64 must be reversed for this additional reason as well.

CLAIM 65

In contrast to the alleged combination of prior art references, claim 65 (which depends from claim 64, which depends from independent claim 63) recites “wherein the user is able to control purchase activities associated with the user account by limiting media items that are able to be purchased by the recipient via the recipient account to a subset of items available for purchase via the network-based store.” Claim 65 depends from independent claim 63 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 65 must be reversed for this additional reason as well.

D. CLAIMS 2, 3, 19, 20, AND 38 ARE NOT OBVIOUS OVER FLEMING AND HERMAN

CLAIM 2

In contrast to the alleged combination of prior art references, claim 2 recites “wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis.” The Final Office Action contends that Fleming does not specifically show wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis” and cites Fig. 7B of Herman in an unsuccessful effort to cure the deficiencies of Fleming.

However, upon a closer reading of Herman, Herman teaches that the “parent is able to specify an amount to be deposited 780 and either a day of the week 782, a day of the month 784 or a day of the year 786 on which the deposit is made.” Herman simply teaches that the day of the month may be specified for the deposit and is silent as to and does not teach or suggest “the allowance increment is to be transferred to the recipient account on a monthly basis.” In fact, nowhere does Herman teach or suggest that deposits are made on a monthly basis. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 2 must be reversed for this additional reason as well.

CLAIM 3

In contrast to the alleged combination of prior art references, claim 3 (which depends from claim 2, which depends from independent claim 1) recites “wherein when the allowance request is received after a specific date in the month, the allowance increment is to be transferred to the recipient account at the beginning of the next month.” Claim 3 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 3 must be reversed for this additional reason as well.

CLAIM 19

In contrast to the alleged combination of prior art references, claim 19 (which depends from claim 18, which depends from independent claim 1) recites “receiving an email address of the recipient; and receiving a temporary password of the recipient.” Claim 19 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 19 must be reversed for this additional reason as well.

CLAIM 20

In contrast to the alleged combination of prior art references, claim 20 (which depends from claim 19, which depends from claim 18, which depends from independent claim 1) recites “wherein creating the recipient account further comprises: receiving a name of the recipient.” Claim 20 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 20 must be reversed for this additional reason as well.

CLAIM 38

In contrast to the alleged combination of prior art references, claim 38 recites “wherein the allowance request is initiated via an allowance hypertext link.” Claim 38 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 38 must be reversed for this additional reason as well.

E. CLAIM 13 IS NOT OBVIOUS OVER FLEMING AND MARITZEN

In contrast to the alleged combination of prior art references, claim 13 recites “wherein an address of the recipient is not stored in association with the recipient account.” The Final Office Action, on page 19, contends that “Fleming does not specifically show wherein an address of the recipient is not stored in association with the recipient account” and cites Maritzen to cure the deficiency of Fleming. The Final Office Action alleges that Maritzen teaches “showing storage of information associated with an account that does not include an address” and cites Paragraph [0054]. However, upon a closer reading of Maritzen, it is respectfully asserted that the Final Office Action is improperly reading into the prior art references what is not there. Maritzen teaches:

In one embodiment, the transaction device is intended to be the means by which the user interfaces with the invention. In one embodiment, the transaction device stores e-commerce related data on behalf of the user including transaction histories, meta account information needed to carry out a transaction using the transaction privacy clearinghouse function of the system, and various content. In one embodiment, the meta account information may be an extraction of the user's real identity as opposed to the actual user's name, address, etc. For example, the TPCCH keeps records of the user's real bank account numbers, but assigned a different number for use by retailers and point-of-sale terminals. For example, and actual Bank Account No. may be 1234 0000 9876 1423 could be represented as 9999 9999 9999 9999. This number, in association with the transaction card's identification, could enable the TPCCH to know that the bank account No. 1234 0000 9876 1423 was actually the account being used. (Paragraph [0054]).

Nowhere does Maritzen teach or suggest “wherein an address of the recipient is not stored in association with the recipient account” as recited in claim 13. The Final Office Action is reading into the prior art references what is not there. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 13 must be reversed for this additional reason as well.

F. CLAIMS 42-43 ARE NOT OBVIOUS OVER FLEMING AND CHEONG

CLAIM 42

In contrast to the alleged combination of prior art references, claim 42 recites:

displaying a graphical user interface for the user, the graphical user interface having an allowance setup interface that enables the user to designate the allowance increment, the recipient account and the recipient,
wherein the graphical user interface is provided when the user accesses an online store via the network, and
wherein the recipient account is associated with the online store.

Claim 42 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 42 must be reversed for this additional reason as well.

CLAIM 43

In contrast to the alleged combination of prior art references, claim 43 (which depends from claim 42, which depends from independent claim 1) recites “wherein in designating the recipient account, an account identifier and password for the recipient account are provided by the user.” Claim 43 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 43 must be reversed for this additional reason as well.

G. CONCLUSION

It is respectfully requested that the Board reverse the rejection of all pending claims under 35 USC §103(a).

In the interest of speedy and just determination of the issues and for the many reasons set forth in this Appeal Brief, it is requested that the Board reverse the Examiner's rejection and should order the Examiner to pass this application to allowance.

If any additional fees are required in connection with the filing of this Appeal Brief, the Commissioner is authorized to charge Deposit Account No. 504298 (Order No. 101-P287).

Respectfully submitted,

/C. Douglass Thomas/

C. Douglass Thomas
Reg. No. 32,947

TI Law Group
408-955-0535

VIII. CLAIMS APPENDIX

1. (Previously Presented) A method for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said method comprising:

(a) receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient, the amount of money available to the recipient for use to purchase one or more items over the network;

(b) receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis; and

(c) periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

2. (Original) The method as recited in claim 1, wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis.

3. (Original) The method as recited in claim 2, wherein when the allowance request is received after a specific date in the month, the allowance increment is to be transferred to the recipient account at the beginning of the next month.

4. (Original) The method as recited in claim 1, further comprising:

receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance increment is to be transferred to the recipient account each time the period of time expires.

5. (Original) The method as recited in claim 4, further comprising:

modifying the period of time, thereby updating the allowance that has previously been set up for the recipient.

6. (Original) The method as recited in claim 4, wherein the period of time is a week or a month.

7. (Cancelled)

8. (Previously Presented) The method as recited in claim 1, further comprising;

purchasing items, by the recipient, from an online store using the money transferred into the recipient account.

9. (Original) The method as recited in claim 8, wherein credit card information associated with the credit card is established in association with a user account of the user.

10. (Cancelled)

11. (Original) The method as recited in claim 1, wherein credit card information of the recipient is not stored in association with the recipient account.

12. (Original) The method as recited in claim 1, wherein a username and password are stored in association with the recipient account.

13. (Original) The method as recited in claim 1, wherein an address of the recipient is not stored in association with the recipient account.

14. (Original) The method as recited in claim 1, wherein the recipient account is identified by a username or email address.

15. (Original) The method as recited in claim 1, further comprising:
receiving an identifier associated with the recipient account.

16. (Original) The method as recited in claim 15, wherein the identifier is a username or email address.

17. (Original) The method as recited in claim 1, further comprising:
receiving an identifier associated with the recipient account or creating the recipient account.

18. (Original) The method as recited in claim 1, further comprising:
creating the recipient account.

19. (Original) The method as recited in claim 18, wherein creating the recipient account comprises:

receiving an email address of the recipient; and

receiving a temporary password of the recipient.

20. (Original) The method as recited in claim 19, wherein creating the recipient account further comprises:

receiving a name of the recipient.

21. (Previously Presented) The method as recited in claim 1, wherein the user has a user account, wherein the user account is separate from the recipient account.

22. (Original) The method as recited in claim 21, wherein the user is a first individual and the recipient is a second individual.

23. (Previously Presented) The method as recited in claim 22, wherein the user is a parent and the recipient is a child of the parent.

24. (Original) The method as recited in claim 21, wherein the user account is a parent account and the recipient account is a sub-account of the parent account.

25. (Original) The method as recited in claim 24, wherein the recipient can view information associated with the sub-account, but cannot view information associated with the parent account.

26. (Withdrawn) The method as recited in claim 25, wherein the information is a purchase history.

27. (Withdrawn) The method as recited in claim 24, wherein the items that can be purchased by the recipient using the allowance are limited by the user.

28. (Withdrawn) The method as recited in claim 27, wherein the allowance can be used to purchase one or more items from a subset of items available for purchase via a web site.

29. (Withdrawn) The method as recited in claim 28, wherein the items are media items.

30. (Withdrawn) The method as recited in claim 29, wherein the media items include albums and songs.

31. (Withdrawn) The method as recited in claim 30, wherein the subset of media items available for purchase by the recipient include albums and songs that do not include explicit lyrics or have a parental advisory associated therewith.

32. (Withdrawn) The method as recited in claim 24, wherein the user can view a purchase history of each sub-account associated with the parent account.

33. (Withdrawn) The method as recited in claim 1, further comprising:
receiving a set of text to be provided in a message to the recipient
indicating that an allowance has been set up for the recipient.

34. (Withdrawn) The method as recited in claim 1, further comprising:

 sending a confirmation message to the user indicating that the allowance has been set up for the recipient.

35. (Withdrawn) The method as recited in claim 34, the confirmation message indicating that the allowance is being transferred to the recipient account in one or more allowance increments on a periodic basis.

36. (Withdrawn) The method as recited in claim 1, further comprising:

 transmitting a message to the user indicating that the allowance increment has been transferred to the recipient account.

37. (Withdrawn) The method as recited in claim 36, the message being received on a periodic basis by the user when the allowance increment is transferred to the recipient account.

38. (Original) The method as recited in claim 1, wherein the allowance request is initiated via an allowance hypertext link.

39. (Withdrawn) The method as recited in claim 1, wherein the allowance can be used to purchase one or more items available for purchase via a web site.

40. (Withdrawn) The method as recited in claim 39, wherein the items are media items.

41. (Withdrawn) The method as recited in claim 40, wherein the media items include albums and songs.

42. (Previously Presented) The method as recited in claim 1, further comprising:

displaying a graphical user interface for the user, the graphical user interface having an allowance setup interface that enables the user to designate the allowance increment, the recipient account and the recipient,

wherein the graphical user interface is provided when the user accesses an online store via the network, and

wherein the recipient account is associated with the online store.

43. (Previously Presented) The method as recited in claim 42, wherein in designating the recipient account, an account identifier and password for the recipient account are provided by the user.

44. (Original) The method as recited in claim 1, further comprising:

receiving a request to update the allowance for the recipient.

45. (Original) The method as recited in claim 44, further comprising:

receiving a request to discontinue the allowance for the recipient.

46. (Original) The method as recited in claim 44, further comprising:

receiving a request to modify the allowance for the recipient.

47. (Original) The method as recited in claim 46, wherein modifying the allowance comprises:

receiving a request to modify the allowance increment to a second allowance increment.

48. (Withdrawn) The method as recited in claim 44, further comprising:

transmitting a message to the user indicating that the user can update the allowance for the recipient.

49. (Withdrawn) The method as recited in claim 48, wherein the message to the user indicates that the user needs to log in to update the allowance for the recipient.

50. (Withdrawn) A method for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said method comprising:

transmitting an allowance message to the recipient, the allowance message indicating that an allowance is being made available by a user in a recipient account associated with the recipient, the allowance representing an amount of money being made available to the recipient for purchase of one or more items over the network, the allowance being transferred to the recipient account in one or more allowance increments, each of the allowance increments being an increment of money to be transferred on a periodic basis; and

receiving a request to purchase one or more items over the network using the allowance established in the recipient account.

51. (Withdrawn) The method as recited in claim 50, wherein receiving the request to purchase one or more items comprises:

receiving the request via a web site over the network.

52. (Withdrawn) The method as recited in claim 50, wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis.

53. (Withdrawn) The method as recited in claim 50, wherein each of the allowance increments is to be transferred from a user account associated with the user to the recipient account on a periodic basis.

54. (Withdrawn) The method as recited in claim 50, wherein each of the allowance increments is to be transferred from a credit card associated with the user to the recipient account on a periodic basis.

55. (Withdrawn) The method as recited in claim 50, further comprising:
providing a balance associated with the recipient account.

56. (Previously Presented) A method for facilitating the transfer of money to one or more recipient accounts associated with one or more recipients, the money being made available for use by the recipients for purchase of goods over a network, comprising:

maintaining a list of one or more recipient accounts, each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis;

automatically transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis; and

facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients.

57. (Withdrawn) A graphical user interface for use in facilitating the transfer of money to a recipient account associated with a recipient, the money being available for use by the recipient for purchase of goods over a network, comprising:

a recipient identifier field identifying a recipient of an allowance or identifying the recipient account, the allowance representing an amount of money being made available by a user for use by the recipient for purchase of one or more items over the network; and

an allowance field enabling input or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis.

58. (Withdrawn) The method as recited in claim 57, wherein the recipient identifier field is adapted for receiving a recipient username or recipient name.

59. (Withdrawn) A method of implementing two or more related accounts, each of the related accounts being capable of performing one or more transactions via a web site over the Internet, the method comprising:

creating one or more sub-accounts, a user associated with each of the sub-accounts being capable of purchasing one or more items from the web site over the Internet; and

associating the one or more sub-accounts with a parent account such that a user associated with the parent account is capable of monitoring transactions performed by each of the sub-accounts and capable of limiting the transactions performed by each of the sub-accounts;

wherein a user associated with each of the sub-accounts can view information associated with the corresponding sub-account, but cannot view information associated with the parent account.

60. (Withdrawn) The method as recited in claim 59, wherein a user associated with the parent account can limit the items that can be purchased by a purchaser associated with each of the sub-accounts.

61. (Withdrawn) A system adapted for implementing two or more related accounts, each of the related accounts being capable of performing one or more transactions via a web site over the Internet, the system comprising:

a parent account; and
one or more sub-accounts;

wherein a user associated with the parent account has authority to view a transaction history of each of the sub-accounts and authority to limit transactions that can be performed by each of the sub-accounts;

wherein a user associated with each of the sub-accounts can view information associated with the corresponding sub-account, but cannot view information associated with the parent account.

62. (Previously Presented) A computer readable medium including at least executable computer program code tangibly stored thereon for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said computer readable medium comprising:

computer program code for receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance

representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network;

computer program code for receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis; and

computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

63. (Previously Presented) A method for transferring an amount of money to a recipient account associated with a recipient, said method comprising:

receiving an allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store;

receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis;

periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment, the transfer of money based on the allowance request and the allowance increment, the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store; and

subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store .

64. (Previously Presented) A method as recited in claim 63,

wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, wherein the user account is separate from the recipient account, and

wherein the user account is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account.

65. (Previously Presented) A method as recited in claim 64, wherein the user is able to control purchase activities associated with the user account by limiting media items that are able to be purchased by the recipient via the recipient account to a subset of items available for purchase via the network-based store.

IX. EVIDENCE APPENDIX

There is currently no evidence entered and relied upon in this Appeal.

X. RELATED PROCEEDINGS APPENDIX

There are currently no decisions rendered by a court or the Board in any proceeding identified in the Related Appeals and Interferences section.